

R-10-108

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE NORTH LITTLE ROCK HISTORY COMMISSION TO ENTER INTO AN AGREEMENT WITH ARCADIA PUBLISHING COMPANY FOR THE PUBLICATION OF A PHOTOGRAPH BOOK ON THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, Arcadia Publishing Company, a producer of historical photograph books, has made a proposal to the North Little Rock History Commission to produce a photograph book on the City; and

WHEREAS, Arcadia Publishing produces paperback photograph books on cities all over the country, which feature historical photos with interesting captions, creating an excellent research source for historical projects; and

WHEREAS, the History Commission has hundreds of historic photographs that have never been used in any publication, and production of this paperback photograph book would further promote the City's heritage; and

WHEREAS, at its regular meeting held on June 8, 2010, the History Commission unanimously approved moving forward with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the North Little Rock History Commission is hereby authorized to enter into an agreement (substantially similar to Exhibit "A" attached hereto) with Arcadia Publishing Company for the publication of a paperback photograph book on the City of North Little Rock.

SECTION 2: That all agreements or contracts between the parties shall be approved by the City Attorney.

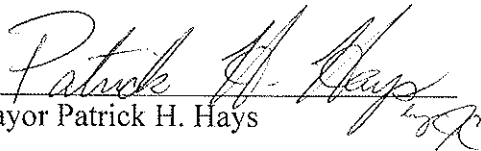
SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Patrick H. Hays

SPONSOR:

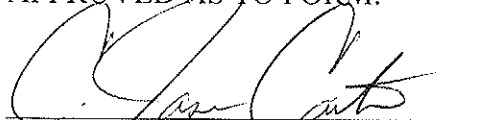


Mayor Patrick H. Hays

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:



C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED 10:40 A.M. _____ P.M.

BY City Atty. Cavaler

DATE 7-20-10

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED by Bobbi Dudley

~~THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-43-10, ET SEQ., AS MODIFIED HEREIN~~



MEMORANDUM OF AGREEMENT

This Agreement is made this 15th day of April, 2010 between the North Little Rock History Commission with an address of 506 Main Street, North Little Rock, Arkansas, 72114 (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: Images of America: *North Little Rock* (hereinafter called "the Work").

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is _____. (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefore requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. **License** In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibit," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized, in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare ~~any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or that is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder~~ *paperback publication of a similar nature.*

2. **Acceptability of the Work** The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement.

3. **The Author's Duties in Creation of the Work** The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments entry, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the original cost of composition shall be borne by the Author. Should any charge arise under this clause the amount may be deducted from any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the Author shall remit the sum due within sixty (60) days of receiving an invoice summarizing the costs.

4. **The Publisher's Duties in Publication of the Work** The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

The photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in its customary form with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

5. **Control of Publication and Sales** The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

~~6. **Permission for Use of Incorporated Material** The Author acknowledges that, in light of the nature of the Work as a compilation of historic photographs, certain of the material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. The Author agrees to pay all fees for the use of such material. If the Author fails to pay any necessary copyright fees, the Publisher may, at its option, pay said fees, in which case the Author shall promptly reimburse the Publisher, therefore. The Author shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.~~

7. **Representations; Covenants; Indemnification** The Author represents, warrants, covenants, and agrees as follows:

A. Except with respect to copyrighted material described in Section 6 hereof which the Author shall have obtained proper rights to use and to license to Publisher, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which in the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

8. **Royalties; Accounting** The Publisher shall pay the royalties described in Exhibit A hereto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums that may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars (\$30.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct said payments from royalties due to the Author.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher.

Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars (\$45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

9. Complimentary Copies of the Work; Purchases of the Work by the Author The Publisher shall send to the Author on publication five (5) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at cost or less; b) copies presented to the Author; c) copies presented in the interests of the sale of the Work or publicity for the Work; d) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; e) copies lost in the course of shipment; f) copies returned by retailers damaged or otherwise unsaleable; g) copies sold and later returned to the Publisher.

The Author shall have the right to purchase copies on the understanding that any copies sold by the Author will be at the full retail price (unless specifically agreed otherwise by the Publisher in writing) and shall not be discounted to the disadvantage of the Publisher. Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing).

10. Remainder Sales If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

11. Appointment of Agent The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

12. Registration and Trademarking The Publisher may, at its option, register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Author agrees to supply free of charge to the Publisher any authorizations or other documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the trademark rights in the mark IMAGES OF AMERICA and in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, or otherwise interfere with the use or registration by Publisher of the Trademarks and any variations thereof the marks, or attack or contest, in any manner such Trademarks.

13. Copyright Infringement If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

14. Updating the Work The Author shall from time to time at the request of the Publisher provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the Work up to date, the Publisher may employ some other party of the Publisher's choosing to do so and may deduct the expenses thereof from any sums payable to the Author under the terms of this Agreement, and the Author shall be deemed to have waived any and all rights that the Author may otherwise have against the Publisher, any sublicensees and their directors, officers, employees, and agents arising out of or relating to any such updates or modifications.

15. Discontinuance of Publication The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher

allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author, subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.

16. Default under the Terms of Agreement This Agreement may be terminated by the Publisher in the event of a material default by the Author under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Publisher.

In the event of material default by the Publisher under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the Author's intent to terminate therefore, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement, subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.

~~17. Choice of Laws, Jurisdiction, and Arbitration This Agreement is deemed to have been entered into within the State of South Carolina and will be construed and interpreted in accordance with the laws of the State of South Carolina. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties hereby agree to immediately submit the controversy to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance the Commercial Arbitration Rules of the American Arbitration Association. If the controversy exceeds fifty thousand dollars (\$50,000), the arbitration shall be conducted by three (3) arbitrators. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The prevailing party in arbitration and/or any appeal of the arbitration award shall be entitled to their reasonable legal fees and costs. The place of arbitration shall be Charleston, South Carolina. In the event of any legal proceedings outside of Arbitration, the parties hereby submit to the jurisdiction of the State or Federal Courts for Charleston, South Carolina.~~ *shall be interpreted according to and enforced under the laws of the State of Arkansas.*

18. Further Assurances The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

19. Entire Agreement; Amendment This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereto.

20. Successors and Assigns This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto. However, the Author's services hereunder are personal to the Publisher and the Author may not assign its rights and obligations under this Agreement without the express written consent of the Publisher.

21. Time Time shall be of the essence hereunder.

22. Reservation of Rights by the Author If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. Where the Author does not intend to grant the right to new uses of the Work, the Agreement shall include language to that effect. The absence of such reservation of rights on the part of the Author shall be construed as a grant of rights to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

____ day of _____, 20____.

~~THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN~~

EXHIBIT A
ROYALTY AND RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: North Little Rock

The Publisher shall make the following payments to the Author in respect of all copies sold:

1. SALES OF THE WORK

On all copies of the Work sold, whether within or outside the United States, a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher.

2. ANCILLARY RIGHTS

For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to ancillary rights described on Exhibit B hereto, the Author shall be paid a royalty of fifty percent (50%) of the actual net amounts received by the Publisher.

3. DATABASE AND COMPANION RIGHTS

(A) For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to the Electronic Storage, Retrieval, and Digital Media and Companion Products, Merchandise and Commercial Rights described in subsections (B) and (C) below, the Author shall be paid a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher. The following rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e. the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now known or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disk, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).

(C) Companion Products, Merchandise and Commercial Rights (i.e., the right to produce postcards, calendars, notebooks and other printed materials based upon or containing images from the Work or portions of the Work in which such companion, merchandise or commercial rights have been secured by the Author to use such images or portions of the Work).

4. ROYALTIES PAYABLE

Notwithstanding anything contained herein to the contrary, the Publisher shall pay royalties only from the actual net amounts received by the Publisher with respect to sales of the Work or ancillary rights, less a reasonable reserve for returns and less actual returns.

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsaleable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

____ day of _____, 20____.

~~THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN~~

EXHIBIT B
ANCILLARY RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: North Little Rock

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

- A. Quotation Rights
- B. Anthology Rights
- C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).
- D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).
- E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).
- F. One-Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)
- G. Strip Cartoon Book Rights/Picturization Book Rights
- H. Translation Rights
- I. Sound Broadcasting Rights (i.e. readings from the text of the Work).
- J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).
- K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium
- L. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).
- M. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).
- N. Merchandise and Commercial Rights. (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

Signed on behalf of the Publisher

____ day of _____, 20____.

~~**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-18-10, ET SEQ., AS MODIFIED HEREIN**~~

EXHIBIT C
SPECIFICATION EXHIBIT
to the Memorandum of Agreement for the Work entitled:
Images of America: North Little Rock

The specifications for this Work are as follows:

Trim size: 9.25" x 6.5"

Page extent: 128

Printed cover: Four color, laminated, including a sepia representation of a photograph supplied by the author

The Work shall contain no fewer than 180 images nor more than 240 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work.

The Work shall contain no fewer than 8,000 words nor more than 18,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefore, have seven (7) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the Images of America series.

EXHIBIT D
PRODUCTION SCHEDULE EXHIBIT
To the Memorandum of Agreement for the Work entitled:
Images of America: North Little Rock

A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of: August 18th, 2011.

B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of: October 18th, 2011.

[Note: If the text is not submitted on computer disk, the Author must arrange for manuscript delivery two weeks prior to the above date to allow for typesetting.]

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the Publisher's original cost of composition shall be borne by the Author.

Signed on behalf of the Author

Signed on behalf of the Publisher

____ day of _____, 20____